

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
LAREDO DIVISION

LAURA ANNE ORTEGA

VS.

RAR LOGISTICS, SA, de CV and  
BRENDA GARCIA RAMOS

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CIVIL ACTION NO. 5:19-CV-00070

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**PLAINTIFF'S FIRST AMENDED COMPLAINT**

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TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, LAURA ANNE ORTEGA, Plaintiff, complaining of RAR LOGISTICS, SA, de CV, and BRENDA GARCIA RAMOS, Defendants. Plaintiff would respectfully show the Court and Jury the following:

1.

1. Your Plaintiff is a resident and citizen of the State of Texas.
2. Defendant, RAR LOGISTICS, SA, de CV, is a Mexican company authorized to and doing business in Laredo, Webb County, Texas. Service is not requested at this time.
3. Defendant, BRENDA GARCIA RAMOS, is a resident of Nuevo Laredo, Tamaulipas, Mexico, and may be served with process at her residence, Enriqueta Castañeda 8321, Nuevo Laredo, Tamaulipas, Mexico 88120, pursuant to the Hague Service Convention.

2.

4. Plaintiff would show that venue is proper under the provisions under the provisions of 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claim occurred in this district.

3.

5. It has become necessary to bring this suit by reason of injuries and damages sustained by your Plaintiff on or about December 19, 2017. Plaintiff would show that on or about that date, your Plaintiff was operating her vehicle in a safe and prudent manner when Defendant BRENDA GARCIA RAMOS failed to control speed and struck Plaintiff's vehicle with great force and violence.

6. Your Plaintiff would show that nothing she did nor failed to do caused or in any way contributed to cause the occurrence in question or the resulting injuries and damages she sustained. On the contrary, the occurrence in question, and the injuries and damages suffered by your Plaintiff were proximately caused by the total negligence and carelessness of Defendant, in that Defendant failed to exercise ordinary care for persons similarly situated to your Plaintiff, including your Plaintiff, in one or more of the following respects:

- (1) In that BRENDA GARCIA RAMOS, maintained the vehicle which she was driving at an excessive rate of speed immediately prior to the collision, TEX. TRANS. CODE § 542.206;
- (2) In that BRENDA GARCIA RAMOS, failed to make timely and proper application to the brakes of the vehicle which she was driving at the time of the collision, TEX. TRANS. CODE § 547.401;
- (3) In that BRENDA GARCIA RAMOS, operated the vehicle which she was driving in a careless and reckless manner, TEX. TRANS. CODE § 545.401;
- (4) In that BRENDA GARCIA RAMOS, failed to keep a proper lookout for other vehicles at the time of and on the occasion made the basis of this suit;
- (5) In that BRENDA GARCIA RAMOS, failed to keep the vehicle which she was driving under reasonable and proper control;
- (6) In that BRENDA GARCIA RAMOS, failed to reduce the speed of the vehicle which she was driving immediately prior to the aforesaid collision to a rate of speed that would be reasonable and prudent under the same or similar circumstances, TEX. TRANS. CODE § 545.357;

(7) In that BRENDA GARCIA RAMOS, failed to sound a warning when it first became evident that she was going to collide with another vehicle, TEX. TRANS. CODE § 547.501; and

(8) In more particularity to be shown at the time of trial.

7. Each and all of the above and foregoing acts, both of omission and commission, were negligent and constituted negligence and were each and all a proximate cause of the occurrence made the basis of this suit and the damages and injuries suffered by your Plaintiff herein.

4.

8. Furthermore, Defendant RAR LOGISTICS, SA, de CV, is legally responsible to your Plaintiff for the negligent conduct of BRENDA GARCIA RAMOS under the legal doctrines of respondeat superior, agency and/or ostensible agency, because BRENDA GARCIA RAMOS was at all times material hereto an agent, ostensible agent, servant, and/or employee of RAR LOGISTICS, SA, de CV, and was acting within the course and scope of her employment. Further, the vehicle being operated by BRENDA GARCIA RAMOS was owned, maintained and/or operated by RAR LOGISTICS, SA, de CV, and RAR LOGISTICS, SA, de CV, is responsible to your Plaintiff for her damages for any negligent maintenance of the vehicle or supervision of BRENDA GARCIA RAMOS, which was a proximate cause of the occurrence in question.

9. Additionally, Defendant RAR LOGISTICS, SA, de CV, failed to exercise ordinary care in entrusting its vehicle to the Defendant BRENDA GARCIA RAMOS when it knew in the exercise of ordinary care or should have known that Defendant BRENDA GARCIA RAMOS was an unsafe driver and thus, is liable for negligent entrustment as that term is defined under the laws of the State of Texas.

5.

10. All conditions precedent to Plaintiff's cause of action have been performed or have occurred.

6.

11. Your Plaintiff has been damaged as a result of the occurrence made the basis of this lawsuit and the negligence of your Defendant. Your Plaintiff has suffered all legal elements of damages recognized by law, including, without limitation, physical pain and mental anguish, physical impairment, disfigurement, loss of ability to perform household services, loss of earnings or earning capacity, has incurred reasonable and necessary medical bills and expenses and will, in all reasonable probability, continue to suffer some or all of said legal elements of damages in the future beyond the date of trial of this cause. Accordingly, your Plaintiff maintains this suit against your Defendant for each of her foregoing legal elements of damages in a just and reasonable sum to be determined under the sound discretion of the jury far in excess of the jurisdictional minimal of this Honorable Court. Further, your Plaintiff maintains this suit for pre-judgment and postjudgment interest of her damages as authorized by law.

7.

JURY DEMAND

12. Plaintiff hereby asserts her right to a trial by jury regarding all issues of fact presented by this claim.

WHEREFORE, your Plaintiff prays that your Defendants be cited in terms of law to appear and answer herein, and that upon final trial hereof, she have judgment as prayed for against your Defendants; that she have pre-judgment interest on said judgment as

authorized by law; that she have interest on said judgment at the legal rate from date of entry until paid; that she have her costs of court; and that she have such other and further relief, general or special, legal or equitable, to which she may show herself justly entitled and for which she will ever pray.

Respectfully submitted,

MATTHEWS & FORESTER

/s/ Kelly Forester

KELLY FORESTER

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ATTORNEYS FOR PLAINTIFF

**CERTIFICATE OF SERVICE**

A true and correct copy of the above and foregoing instrument has been sent to all counsel via certified mail/return receipt requested, hand delivery, or facsimile transmission on August 30, 2019.

/s/ Kelly Forester

KELLY FORESTER